

**PERSONNEL**Licensed Personnel: Contracts**A. Purpose**

To establish requirements for written contracts with licensed personnel before such personnel enter upon their duties.

**B. Written Contracts**

1. After the appointment of licensed personnel by the school board, contracts shall be executed in a form prescribed by the Board of Education and in compliance with the laws of the Commonwealth of Virginia and requirements of the Board of Education, including any special provisions of the Stafford County School Board.
2. Written contracts for licensed personnel must be signed and filed with the Director of Human Resources before the employee is entitled to any part of his/her compensation. All required paperwork must be completed before the employee begins work.

**C. Continuing Contracts**

The following guidelines will govern the issuance of continuing contracts to teachers:

1. Full-time teachers will be offered continuing contracts if, in the exercise of its discretion, the school board decides that their contracts should be renewed upon completion of three (3) consecutive years of probationary service in the Stafford County School Division. For the purpose of calculating the three (3) years of service required to attain continuing contract status, at least 160 contractual teaching days during the school year shall be deemed the equivalent of one year in the first year of service by a teacher.
2. A teacher who previously achieved continuing contract status in another Virginia school division shall be offered a continuing contract upon employment if the teacher has not had a break in service in Virginia public

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- schools exceeding two (2) years and, in the exercise of its discretion, the school board decides that the contract should be renewed upon completion of one (1) year of probationary service in the Stafford County School Division. All other teachers who are new to the Stafford County School Division must serve the full three (3) years of probationary status as specified above in paragraph one. A teacher who served successfully for three (3) full years in another Virginia School division, was reappointed and eligible to receive a continuing contract, but did not return for the fourth (4th) year shall be considered as having attained continuing contract status and will be eligible to receive a continuing contract after successfully serving one (1) year of probation in the Stafford County School Division. This provision shall only apply if the teacher has not had a break in service in Virginia public school exceeding two (2) years contiguous to employment in the Stafford County School Division.
3. Teachers with continuing contracts in the Stafford County School Division who resign their positions, or who for any reason, have a break in service in excess of two (2) years, and who are reemployed by the Stafford County School Division, must serve a three (3) year probationary period.
  4. Teachers who achieve continuing contract status in the Stafford County School Division and who have a break in service of two (2) years or less shall be required to serve one (1) year probationary service.
  5. Teachers serving on probationary status in the Stafford County School Division who resign, or who for any reason have a break in service in excess of two (2) years, and who are reemployed by this school division must serve a three (3) year probationary period.
  6. Teachers who achieve one, two, or less than three full

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- years of probationary credit in the Stafford County School Division, leave the school system, but then return within two (2) years, retain the acquired probationary credit. If the teacher is away for more than two (2) years, previous probationary credit is lost.
7. Probationary credit of less than three (3) full years earned in other school systems will not be counted toward continuing contract status in the Stafford County School Division.
  8. The status of continuing contract teachers who assume administrative or supervisory positions will be governed by the school board's policies relating to those positions during the period such positions are held. Any administrator who is thereafter reassigned to a teaching position will revert to the contract status held when assigned to the administrative or supervisory position, and will not be required to repeat any probationary service already served.
  9. Unless otherwise provided by school board policy, periods spent on extended leave will not be credited toward any probationary service.

**D. Licensure Validation**

1. It is the employee's responsibility to maintain on file a valid license in accordance with the renewal process prescribed by the Virginia Board of Education Regulations Governing the Licensure of Teachers.
2. All credits required for the renewal of a license must be earned prior to the expiration date of the current license. Transcripts and/or other evidence of enrollment and intended completion of the required credits by June must be submitted to the Department of Human Resources by February 15 of the year in which the license expires. Noncompliance with the provisions of this requirement may

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be interpreted as noncompliance with school laws and regulations and other good and just cause which may result in a recommendation for nonrenewal of the contract or dismissal from a position.

3. An employee who is eligible for a Virginia teaching license but needs additional courses for an appropriate endorsement relative to his/her teaching assignment, will be given a timeline to complete the required courses. Failure to complete the coursework in accordance with the timeline shall constitute noncompliance with school laws and regulations and other good and just cause and may result in a recommendation for nonrenewal of the employee's contract, or reassignment of the employee to a position for which an endorsement is held.

Editor's Note

See also school board policy #5-49

**Legal Reference:** Through June 30, 1997

**Code of Va., §22.1-302 Written contracts required; execution of contracts; rules and regulations.**—A written contract, in a form prescribed by the Board of Education, shall be made by the school board with each teacher employed by it, except those who are temporarily employed, before such teacher enters upon his duties. Such contract shall be signed in duplicate, with a copy thereof furnished to both parties. A temporarily employed teacher, as used in this section, shall mean (a.) one who is employed to substitute for a contracted teacher for a temporary period of time during the contracted teacher's absence, or (ii) one who is employed to fill a teacher vacancy for a period of time, but for no longer than ninety teaching days in such vacancy during one school year. The Board of Education shall promulgate regulations regarding temporarily employed teachers, as defined in this section.

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A separate contract in a form prescribed by the Board of Education shall be executed by the school board with such employee who is receiving a monetary supplement for any athletic coaching or extracurricular activity sponsorship assignment. This contract shall be separate and apart from the contract for teaching.

Termination of a separate contract for any athletic coaching or extracurricular activity sponsorship assignment by either party thereto shall not constitute cause for termination of the separate teaching contract of the coach or teacher.

All such contracts shall require the party intending to terminate the coaching or extracurricular activity sponsorship contract to give reasonable notice to the other party before termination thereof shall become effective.

For the purposes of this section, "extracurricular activity sponsorship" means an assignment for which a monetary supplement is received, requiring responsibility for any student organizations, clubs, or groups, such as service clubs, academic clubs and teams, cheerleading squads, student publication and literary groups, and visual and performing arts organizations except those that are conducted in conjunction with regular classroom, curriculum, or instructional programs. (Code 1950, §22-217.1; 1968, c. 691; 1980, p. 559; 1989, c. 92; 1990, c. 388; 1996, c. 986.)

**Code of Va., §22.1-303. Probationary terms of service for teachers.** -A probationary term of service for three years in the same school division shall be required before a teacher is issued a continuing contract. Once a continuing contract status has been attained in a school division in the Commonwealth, another probationary period need not be served in any other school division unless such probationary period, not to exceed one year, is made a part of the contract of employment. Further, when a teacher has attained continuing contract status in a school division in the Commonwealth, and separates from and

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returns to teaching service in a school division in Virginia by the beginning of the third year, such teacher shall be required to serve a probationary period not to exceed one year, if made a part of the contract for employment.

For the purpose of calculating the three years of service required to attain continuing contract status, at least 160 contractual teaching days during the school year shall be deemed the equivalent of one year in the first year of service by a teacher. (Code 1950, §22-217.3; 1968, c. 691; 1969, Ex. Sess., c. 3; 1976, cc. 191, 226; 1979, c. 275; 1980, c. 559; 1985, c. 348; 1989, c. 100.)

Code of Va., §22.1-304. Reemployment of teacher who has not achieved continuing contract status; effect of continuing contract; resignation of teacher; reduction in number of teachers. -If a teacher who has not achieved continuing contract status receives notice of reemployment, he must accept or reject in writing within fifteen days of receipt of such notice. Except as provided in §22.1-305, written notice of nonrenewal of the contract must be given by the school board on or before April 15 of each year. If no such notice is given a teacher by April 15, the teacher shall be entitled to a contract for the ensuing year in accordance with local salary stipulations including increments.

Teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service and prior to the age at which they are eligible or required to retire except as hereinafter provided. Written notice of noncontinuation of the contract by either party must be given by April 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.

A teacher may resign after April 15 of any school year with the approval of the local school board or, upon authorization by the school board, with the approval of the division superintendent. The teacher shall request release from

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contract at least two weeks in advance of intended date of resignation. Such request shall be in writing and shall set forth the cause of resignation.

If the division superintendent has been authorized to approve resignations, a teacher may, within one week, withdraw a request to resign. Upon the expiration of the one-week period, the division superintendent shall notify the school board of his decision to accept or reject the resignation. The school board, within two weeks, may reverse the decision of the division superintendent.

In the event that the board or the division superintendent declines to grant the request for release on the grounds of insufficient or unjustifiable cause, and the teacher breaches such contract, disciplinary action, which may include revocation of the teacher's license, may be taken pursuant to regulations prescribed by the Board of Education.

As soon after April 15 as the school budget shall have been approved by the appropriating body, the school board shall furnish each teacher a statement confirming continuation of employment, setting forth assignment and salary.

Nothing in the continuing contract shall be construed to authorize the school board to contract for any financial obligation beyond the period for which funds have been made available with which to meet such obligation.

A school board may reduce the number of teachers, whether or not such teachers have reached continuing contract status, because of decrease in enrollment or abolition of particular subjects. (Code 1950, §22-217.4; 1968, c. 691; 1978, c. 147; 1979, c. 98; 1980, c. 559; 1992, c. 132; 1993, c. 294; 1996, c. 840.)

Code of Va., §22.1-305. Nonrenewal of contract of probationary teacher.—"A. Before a division superintendent recommends to the school board nonrenewal of the contract of a

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teacher who has not achieved continuing contract status, the division superintendent shall notify the teacher of the proposed recommendation. Upon written request of the teacher within five working days after receipt of such notice, the division superintendent or his designee shall orally provide the specific reasons, if any, for such recommendation, along with supporting documentation, if any, to the teacher and, if requested by the teacher, to his or her representative, Within ten days after receiving such reasons, the teacher may request, by notification in writing to the division superintendent, a conference before the division superintendent. Upon such request, the division superintendent shall set a date for the conference, which shall be within thirty days of the request and shall give the teacher at least fifteen days notice of the time and place of the conference.

B. The conference shall be before the division superintendent or his designee. No such designee shall have recommended to the division superintendent the nonrenewal of the teacher's contract. The teacher and the person or persons who recommended the nonrenewal of the teacher's contract to the division superintendent, or a representative of either or both, shall be allowed to participate in the conference, but no such representative shall be an attorney.

C. If the conference is before a designee of the division superintendent, the designee shall communicate the recommendations to the division superintendent and to the teacher.

D. The division superintendent shall notify the teacher, in writing, of his intention with respect to the recommendation within ten days after the conference.

E. In any case in which a teacher requests a conference as provided in this section, written notice of nonrenewal of the contract by the school board must be given within thirty days after the division superintendent notifies the teacher of his intention with respect to the recommendation and the provisions



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of §22.1-304 requiring such notice on or before April 15th shall not be applicable.

F. The conference shall be confidential and no written or oral communication of such conference shall be made to anyone other than the school board, in executive session, and employees of the school division having an interest therein; provided, however, that both the teacher and the division superintendent, upon request, may provide the reasons for the nonrenewal to a potential employer of the teacher.

G. The provisions of this section shall be inapplicable when a decrease in enrollment or the abolition of a particular subject or reduction in the number of classes offered in a particular subject causes a reduction in the number of teachers; provided, however, that a statement to that effect shall be placed in the personnel file of each teacher whose contract is nonrenewed for any such reason.

H. The intent of this section is to provide an opportunity for a probationary teacher to discuss the reasons for nonrenewal with the division superintendent or his designee, and the provisions of this section are meant to be procedural only. Nothing contained herein shall be taken to require cause as defined in §22.1-307 for the nonrenewal of the contract of a teacher who has not achieved continuing contract status nor shall the failure of the school board or the division superintendent to comply with any time requirement herein constitute a basis for continued employment of the teacher." (1980)

Regulations of the Virginia Board of Education. VR 270-01-0042 (Effective Date 1950, Amended 1980), "Regulations Governing Contractual Agreements with Professional Personnel"-.  
. . §1.5 Contractual Period. A 10 month contractual period is defined to include 200 days as follows:

A. 180 teaching days (minimum required by law),

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B. 10 days for such activities as teaching, planning for the opening of school, evaluation, completing records and reports incident to the closing of each semester or school year, committee assignments and conferences,

C. 10 days for a continuation of activities under items A and B, and/or such other activities as may be assigned or approved by the local school board.

Items A. and B. specify a minimum of days for specific purposes.

Item C. refers to 10 days subject to optional use as determined by the local school board.

Adopted by School Board: June 9, 1992  
Amended by School Board: August 26, 1997